UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KOLMAR GROUP AG, Plaintiff, - against - GILKES HOLDING GROUP, LTD. a/k/a GILKES HOLDING GROUP, INC. a/k/a GILKES HOLDING and ELCHIN MAMMADOV, Defendants.	09 Civ. 3229 (KPC) **ECF CASE**

DECLARATION OF DARIN L. CALLAHAN IN SUPPORT OF PLAINTIFF'S REQUEST FOR CLERK'S CERTIFICATE AND ENTRY OF DEFAULT

Darin L. Callahan declares under penalty of perjury of the laws of the United States of America as follows:

1. I am an attorney with the law firm Lennon, Murphy & Lennon, LLC, counsel to the Plaintiff herein, KOLMAR GROUP AG, (hereinafter "Plaintiff"). I have personal knowledge of the matters stated herein. I submit this Declaration in Support of Plaintiff's Request for a Certificate of Default against Defendant ELCHIN MAMMADOV (hereinafter "Defendant").

2. I certify that Defendant, the party against whom a notation of default is sought, is not an infant, in the military, or an incompetent person.

3. I further certify the Defendant has failed to plead or otherwise defend in the action.

4. Defendant has failed to make an appearance with the Court.

5. I also certify that the pleadings to which no formal response has been made, particularly the Summons, Complaint, Ex-Parte Order, and Process of Maritime Attachment, were properly served on Defendant by FedEx express courier service on June 17, 2009. *See Affidavit of Service annexed hereto as Exhibit "1."*

6. FedEx confirmed that the package containing the above documents was delivered to the Defendant's address and signed for on June 22, 2009. *See Exhibit "1."*

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 30, 2009

Darin L. Callahan

Exhibit 1

1861

LENNON, MURPHY & LENNON LLC
Attorneys for Plaintiff
KOLMAR GROUP AG
Patrick F. Lennon
Kevin J. Lennon
Anne C. LeVasseur
The GrayBar Building
420 Lexington Avenue, Suite 300
New York, NY 10170
(212) 490-6050 - phone
(212) 490-6070 - facsimile

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KOLMAR GROUP AG, Plaintiff, - against - GILKES HOLDING GROUP, LTD. a/k/a GILKES HOLDING GROUP, INC. a/k/a GILKES HOLDING and ELCHIN MAMMADOV, Defendants.	09 Civ. 3229 (PKC) **ECF CASE**

AFFIDAVIT OF SERVICE

State of Connecticut)
) ss: Town of Southport
County of Fairfield)

KEVIN J. LENNON, having been duly sworn, deposes and states the following under oath:

1. I am a member in good standing of the Bar of this Court and an attorney in the law firm of Lennon, Murphy & Lennon, LLC, which represents the interests of the Plaintiff herein.

2. Notice of the Plaintiff's maritime attachment, including a copy of the Plaintiff's Verified Complaint and all other pleadings entered in this matter, including a copy of the Notice of Initial Conference set for June 24, 2009, was provided to the Defendant ELCHIN MAMMADOV on or about June 17, 2009 in conformity with Local Admiralty Rule B.2. *See Exhibit 1 attached.*

Dated: June 25, 2009

Kevin J. Lennon

Sworn to and subscribed before me this
25th day of June 2009

NOTARY PUBLIC

Mary E. Fedorchak
Notary Public-Connecticut
My Commission Expires
November 30, 2011

EXHIBIT 1

Lennon,
Murphy &
Lennon, LLC

ATTORNEYS AT LAW

The GrayBar Building
420 Lexington Ave., Suite 300
New York, NY 10170
phone (212) 490-6050
fax (212) 490-6070
www.lenmur.com

Tide Mill Landing
2425 Post Rd., Suite 302
Southport, CT 06890
phone (203) 256-8600
fax (203) 256-8615
mail@lenmur.com

June 17, 2009

Via Facsimile: 011 991 412 461 2464
Via E-mail: emammadov@gilkesholding.com

Via Express Courier	***Via Registered Mail, return receipt requested***
Mr. Elchin Mammadov	Mr. Elchin Mammadov
Bagdat Caddesi Cam	c/o Gilkes Holding Group Ltd.
Apt. No 285, Saire 6	P.O. Box 3312
Caddebostaul Kadikoy	Drake Chambers
Istambul	Tortola
Turkey	British Virgin Islands

Re: **Kolmar Group AG. v. Gilkes Holding Group, Ltd. a/k/a Gilkes Holding Group, Inc. a/k/a Gilkes Holding and Elchin Mammadov**
Docket Number: 09 Civ. 3229
Our File Number: 1861-09

Dear Sir or Madam:

We represent the Plaintiff Kolmar Group AG., in the above referenced lawsuit. We write to advise you that pursuant to an Ex Parte Order of Maritime Attachment and Garnishment issued in the above referenced lawsuit, your property was attached at the following banks in New York.

Wachovia, in the amount of $4,155 on or about June 2, 2009
Citibank, in the amount of $880 on or about June 2, 2009
Citibank, in the amount of $1022.16 on or about April 27, 2009
BNP Paribas, in the amount of $1000 on or about June 1, 2009

Please find enclosed with this letter the following pleadings/documents: Summons, Complaint, Affidavit in Support, 7.1 Disclosure Statement, Order for Process of Maritime Attachment and Garnishment; Process of Maritime Attachment and Garnishment and also the Individual Rules for Honorable Kevin P. Castel.

Please also find enclosed an Order Scheduling Initial Pretrial Conference on June 24, 2009 at 10:45 a.m. in Courtroom 12C at the United States Courthouse, 500 Pearl Street, New York, New York.

Should you have any questions or concerns, please contact us at your convenience.

This letter is sent pursuant to Local Rule B.2 of the Local Rules for the United States District Court for the Southern District of New York.

Very truly yours,

Mary Fedorchak

mef/bhs
Encl.

1861

From: Origin ID: BETA (203) 256-8600
mary Fedorchak
Lennon, Murph & Lennon, LLC
Tide Mill Landing
2425Post Road
Southport, CT 06890
UNITED STATES

FedEx Express

E

J09200906152123

Ship Date: 17JUN09
ActWgt: 1.0 LB
CAD: 8215305/INET9060
Account#: S *********

REF: 1861-09
DESC-1: Legal Documents
DESC-2:
DESC-3:
DESC-4:
EEI: NO EEI 30.37(a)
COUNTRY MFG: US
CARRIAGE VALUE: 0.00 USD
CUSTOMS VALUE: 1.00 USD
T/C: S 371916547 D/T: R
SIGN: mary Fedorchak
EIN/VAT:
PKG TYPE: ENV

SHIP TO: 2032568600 **BILL SENDER**

Mr. Elchin Mammadov
Mr. Elchin Mammadov
Bagdat Caddesi Cam
Apt. No 285, Saire 6

Caddebostaul Kadikoy, 34728
TR

TRK# 0430 7976 9009 9826 **INTL ECONOMY**

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FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities(including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

From: Origin ID: BETA (203) 256-8600
mary Fedorchak
Lennon, Murph & Lennon, LLC
Tide Mill Landing
2425Post Road
Southport, CT 06890
UNITED STATES

FedEx Express

E

J09200906152123

Ship Date: 17JUN09
ActWgt: 1.0 LB
CAD: 8215305/INET9060
Account#: S ********

SHIP TO: 2032568600 BILL SENDER

Mr. Elchin Mammadov
Mr. Elchin Mammadov
Bagdat Caddesi Cam
Apt. No 285, Saire 6

Caddebostaul Kadikoy, 34728
TR

REF: 1861-09
DESC-1: Legal Documents
DESC-2:
DESC-3:
DESC-4:
EEI: NO EEI 30.37(a)
COUNTRY MFG: US
CARRIAGE VALUE: 0.00 USD
CUSTOMS VALUE: 1.00 USD
T/C: S 371916547 D/T: R
SIGN: mary Fedorchak
EIN/VAT:
PKG TYPE: ENV

TRK# 0430 7976 9009 9826 **INTL ECONOMY**

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Mary E. Fedorchak

From:	TrackingUpdates@fedex.com
Sent:	Monday, June 22, 2009 6:15 AM
To:	Mary E. Fedorchak
Subject:	FedEx Shipment 797690099826 Delivered
OutlookEntryID:	00000000D4F015095B97E34FA8A65E61C5033BAC0700EB627406B5F9734C8BBCB580F08DA
TimeMattersID:	ME3A19C4B5D52233
TM Matter No:	1861-09
TM Matter Reference:	Kolmar Group AG v. Gilkes Holding Group Ltd. and Gilkes Holding Inc.

This tracking update has been requested by:

Company Name:	Lennon, Murph & Lennon, LLC
Name:	mary Fedorchak
E-mail:	mef@lenmur.com

Our records indicate that the following shipment has been delivered:

Reference:	1861-09
Ship (P/U) date:	Jun 17, 2009
Delivery date:	Jun 22, 2009 11:49 AM
Sign for by:	D.ARBAS
Delivered to:	Receptionist/Front Desk
Service type:	FedEx International Economy
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	1.50 lb.
Special handling/Services:	Airbill Automation Deliver Weekday

Tracking number: 797690099826

Shipper Information	Recipient Information
MARY FEDORCHAK	MR. ELCHIN MAMMADOV
LENNON, MURPH LENNON, LLC	MR. ELCHIN MAMMADOV
TIDE MILL LANDING; 2425POST ROAD	BAGDAT CADDESI CAM; APT. NO 285, SAIRE 6
SOUTHPORT	CADDEBOSTAUL KADIKOY
CT	TR
US	34728
06890	

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